Rafael Bernardino, Jr.   SBN 118690
HOBSON BERNARDINO + DAVIS, LLP
445 South Figueroa Street, Suite 3100
Los Angeles, California 90071
Telephone: (213) 235-9197
Email: rbernardino@hbdlegal.com

Attorneys for Plaintiff
ADOBE COMMUNITIES, a California Non-Profit Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ADOBE COMMUNITIES, a California Non-Profit Corporation

Plaintiffs,

vs.

SKID ROW HOUSING TRUST, a business entity, form unknown; and DOES 1 to 10, inclusive,

Defendants.

Case Number: 22STCV25997

COMPLAINT FOR DAMAGES

COMES NOW, Plaintiff, ADOBE COMMUNITIES, a California Non-Profit Corporation (“Plaintiff”), complaining of defendants, SKID ROW HOUSING TRUST and DOES 1 to 10, inclusive, and each of them, (collectively referred to herein as “Defendants”) as follows:

1. Plaintiff ADOBE COMMUNITIES is an California Non-Profit Corporation, with its principal place of business in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes and thereon alleges that defendant SKID ROW HOUSING TRUST, is a business entity, form unknown, headquartered in and doing business in Los Angeles County, State of California.

3. The true names or capacities, whether individual, corporate, associate, or otherwise of defendants named in this action as Does 1 – 10 ("Does") are unknown to Plaintiff, who therefore sues such defendants by such fictitious names. Plaintiff will seek leave of this Honorable Court to amend this Complaint when the true names and/or capacities of said Does have been ascertained. Said fictitiously named Does are in some manner proximately responsible for the damages suffered by Plaintiff herein.

4. Each of the defendants, including the fictitiously named Does, was the agent, or employee, partner or officer, director or joint venturer of defendants herein, and in doing the things herein alleged acted within the course and scope of said agency, employment, partnership, joint venture, or association and under the direction of, and with the consent and permission, advance knowledge and/or ratification of the other defendants.

5. At all times relevant, defendants, including the fictitiously named Does, and each of them, formed and operated under a common plan and agreement, with the resulting injuries and damages to Plaintiff arising from acts and omissions done in furtherance of the common design.

6. Venue is proper in Los Angeles County pursuant to California *Code of Civil Procedure* § 395(a) because the acts alleged herein occurred in Los Angeles County, as set forth herein below.

FIRST CAUSE OF ACTION
(Breach of Contract – Against All Defendants)

7. Plaintiff refers to and incorporate paragraphs 1 through 6 of this Complaint as though fully set forth herein.

8. On or about November 26, 2015, Plaintiff entered into a binding written contract with Defendant Skid Row Housing Trust to provide architectural services to Defendant Skid Row Housing Trust. Attached hereto as Exhibit "A" is a true and correct copy the contract between Plaintiff and Defendant Skid Row Housing Trust. Plaintiff completed all work it was required to perform pursuant to the contract, and all such work was accepted by Defendant Skid Row Housing Trust.

9. Defendant Skid Row Housing Trust breached the contract by failing to pay the sums due under the contract. Specifically, Defendant Skid Row Housing Trust owes Plaintiff the sum of $186,769.00 based on the following outstanding invoices:

A. Invoice Number 8233 in the amount of $353.16.
B. Invoice Number 8241 in the amount of $16,446.73.
C. Invoice Number 8252 in the amount of $29,842.04.
D. Invoice Number 8275 in the amount of $13,123.11.
E. Invoice Number 8281 in the amount of $13,123.11.
F. Invoice Number 8287 in the amount of $13,520.78.
G. Invoice Number 8292 in the amount of $16,345.41.
H. Invoice Number 8297 in the amount of $13,255.66.
I. Invoice Number 8208 in the amount of $25,690.29.
J. Invoice Number 8319 in the amount of $13,255.66.
K. Invoice Number 8335 in the amount of $15,906.80.
L. Invoice Number 8348 in the amount of $15,906.80.

10. Defendant Skid Row Housing Trust has expressly agreed that the above referenced sums are due and owing. Defendant Skid Row Housing Trust also expressly promised to pay each of the above referenced invoices beginning on or about February 25, 2022 and concluding on March 30, 2022. As of the date of this complaint no such payments have been made.

11. Section 9.1.8 of the contract between Plaintiff and Defendant Skid Row Housing Trust, provides that in any action to enforce the contract, the prevailing party will be entitled to reimbursement of its attorneys' fees if the parties are ever forced to resolve any disputes through a lawsuit. The contract provides as follows:

> "In the event either party to this Agreement shall institute any action or proceeding against the other party in this Agreement, which action or proceeding concerns a controversy arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement from the unsuccessful party for all costs and attorneys' fees arising out of such action or proceeding. In addition to the foregoing award of attorneys' fees and costs, the prevailing party shall be entitled to its attorneys' fees and costs incurred in any post judgment proceedings to enforce any judgment in connection with this Agreement..."

12. As a result of Defendants' breach of the aforementioned contract, Plaintiff have been damaged in an amount to be proved at trial, but in no event less than the jurisdictional minimum of this Honorable Court.

13. Plaintiff further seeks costs, prejudgment and post-judgment interest and attorney's fees in an amount to be proved at trial and as provided by statute.

SECOND CAUSE OF ACTION
(Common Counts - Against All Defendants)

14. Plaintiff refer to and incorporate paragraphs 1 through 13 of this Complaint as though fully set forth herein.

15. Defendants have failed and refused, and continue to fail and refuse, to restore to Plaintiff the consideration paid by Plaintiff or any part thereof.

16. Defendants became indebted to Plaintiff within the last four years on an open book account for money due and owing. Plaintiff has demanded that Defendants pay the amounts due and owing but Defendants have failed and refused and continue to fail and refuse to pay the sums due and owing. Attached hereto as Exhibit "B" is a true and correct copy of correspondence dated June 22, 2022 demanding payment of the sums due and owing. Defendants never responded to such correspondence. As such, there is now due, owing and unpaid the sum of $186,769.00 together with prejudgment interest thereon in the amount of ten percent per annum.

17. As a result of Defendants' breach of the aforementioned contract, Plaintiff have been damaged in an amount to be proved at trial, but in no event less than the jurisdictional minimum of this Honorable Court.

18. Plaintiff further seeks costs, prejudgment and post-judgment interest and attorney's fees in an amount to be proved at trial and as provided by statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ADOBE COMMUNITIES prays for judgment against Defendants, as follows:

1. For restitution and compensatory damages in an amount according to proof at trial;

2. For prejudgment and post judgment interest at the legal rate thereon;

3. For costs of suit incurred herein including reasonable expert's fees;

4. For reasonable attorneys' fees in amount according to proof; and

5. Such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

Dated: July 22, 2022.

HOBSON, BERNARDINO & DAVIS, LLP

/s/ Rafael Bernardino, Jr.

By: /s/ Rafael Bernardino, Jr.
Rafael Bernardino, Jr.
Attorneys for Plaintiff
ADOBE COMMUNITIES,
a California Non-Profit Corporation

EXHIBIT “A”



Document B109™ – 2010

Standard Form of Agreement Between Owner and Architect for a Multi-Family Residential or Mixed Use Residential Project

AGREEMENT made as of the 26 day of November in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

649 Lofts, LP
c/o Skid Row Housing Trust
1317 E. 7th St.
Los Angeles CA 90021
and the Architect:
(Name, legal status, address and other information)
Abode Communities, A California Non-Profit Corporation
1149 S. Hill Street, Suite 700
Los Angeles, California 90015
for the following Project:
(Name, location and detailed description, including Project type and number of units)

649 Lofts
649 S. Wall St.
Los Angeles CA 90021
55 units of permanent supportive housing for formerly homeless and special needs individuals, property management and resident service spaces, laundry room, community rooms, landscaped terraces, and parking

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

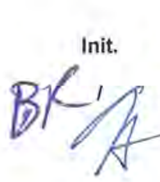


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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable, "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed, including building configuration, number and type of units, intended classification under applicable building code and zoning ordinances, and form of post-occupancy ownership.)

New Construction of 55 units of permanent supportive housing for formerly homeless and special needs individuals, comprised of:
54 studios
1 two bedroom

5-Story Type IIIA construction over 2-story Type IA with four levels of wood frame over three levels of concrete podium. Residential lobby and office at ground level and residential at 4th-7th level.
Project to be designed by right with Housing Incentive Ordinance
The scope of work is for architectural services for Schematic Design, Design Development, Construction Documents, Bidding and
Negotiation, and Construction Contract Administration.

Building to comply with:

- Skid Row Housing Trust – Design Program Specifications
- Designed for gold certification under USGBC's LEED for Homes Mid-rise program

- Minimum of 10% better than Title 24 2013 compliance for new construction based on most stringent definition of all applicable source (for example but not limited to, CTCAC, LEED for Homes Mid-rise)
- Minimum construction standards and design guidelines for all funding sources:
  - California Tax Credit Allocation Committee (CTCAC)
  - City of Los Angeles Housing & Community Investment Department (HCID) – previously LAHD
  - Housing Authority of the City of Los Angeles (HACLA), Section 8 program
  - Community Development Commission of the County of Los Angeles (LACDC)
- All voluntary points selected by Owner for funding applications, as applicable, which shall be provided to architect via email
- All applicable accessibility requirements under federal, state and local codes as well as those triggered by funding sources (for example but not limited to, UFAS)

Project to include:

- Items identified in Amendment to Professional Services attached to this contract as Exhibit A

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Six Four Nine Lofts is a new construction development located at 649 S. Wall Street, consisting of 55 units (54 efficiency units and 1 two-bedroom unit for on-site property manager) of permanent supportive housing formally homeless, special needs and/or low-income individuals. This urban infill development project will be built on a 14,959 square foot lot in the Skid Row neighborhood of Downtown Los Angeles, CA.
§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 7.1:
(Provide total and, if known, a line item breakdown.)

$13,440,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

- 100% Schematic Design complete no later than _December 15, 2015
- 100% Design Development complete no later than August, 2016
- Submit to plan check no later than December 2016
- 80% CD set complete no later than April 2017

.2 Commencement of construction:

December 2017

.3 Substantial Completion date or milestone dates:

May 2019

.4 Other:

none

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, construction management or owner-developer built.)

RFQ for general contractor; Negotiated bid for a Cost Plus Fee contract with a Guaranteed Maximum; Competitive bid for major subtrades

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

none

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 6.4:
(List name, address and other information.)

Dana Trujillo
Chief Real Estate Officer
The Skid Row Housing Trust
1317 E. 7th St.
Los Angeles CA 90021
213-683-0522 ext. 123

Or:

Ben Rosen
Real Estate Development Director
1317 E. 7th St.
Los Angeles CA 90021
213-683-0522 ext. 177

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

None

§ 1.1.10 The Owner will retain the following consultants and contractors:
(List name, address and other information.)

.1 Cost Consultant:

All estimating to be conducted by selected general contractor

.2 Omitted

.3 Geotechnical Engineer:
Geoco
3303 N. San Fernando Blvd.
Suite 100
Burbank, CA 91504

.4 Omitted

.5 Omitted

.6 Other, if any:

Construction Manager:
TBD

Green Rater:

GBWorks
859 25th Street
Santa Monica, CA 90403
HERS Rater:
TBD

Deputy Inspector:
TBD

Interior Decorator (for furnishings):
TBD

Entitlement Consultant:
Craig Lawson & Co., LLC
3221 Huchison Avenue Suite D
Los Angeles ,CA 90034
Telephone Number (213) 838-2400
Fax Number (310) 838-2424 :

Accessibility Reviewer:
(Paragraph deleted)
TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Giuseppe Aliano
1149 S. Hill St Suite 700
Los Angeles, CA 90015
Telephone Number (213)-225-2702

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services

.1 Structural Engineer:
Ming Yang Yeh, Professional Corporation
Ming Yang Yeh
131 W. Green St
Pasadena, CA 91105
Telephone Number: 626-499 9886 ext 111
Fax Number: 626-449-9086

.2 Mechanical Engineer:
Khalifeh & Associates, Inc. , Professional Corporation
Jack Khalifeh
13465 Beach Ave. Ste B
Marina Del Rey, CA. 90292
Telephone Number: (310) 305-1555
Fax Number: (310) 305-1550

.3 Electrical Engineer:
OMB Electrical Engineers, Inc.
Dennis E. McVay
8825 Research Drive
Irvine, CA 92618

Telephone Number: (949) 753-1553

.4 Plumbing Engineer:
Khalifeh & Associates, Inc. Professional Corporation
Jack Khalifeh
13465 Beach Ave. Ste B
Marina Del Rey, CA. 90292
Telephone Number: (626)-499 9886 ext 111
Fax Number: (626)-449-9086

.5 Landscape/Irrigation Engineer:
AHBE Landscape Architects
617 W. 7th St #304
Los Angeles, CA 90017
Telephone Number (213)-394-3800
Fax Number (213)-394-3801

.6 Civil Engineer:
Coory Engineering
1718 N. Neville Street
Orange, CA 92865
Telephone Number (714) 202-8700
Fax Number (714) 202-8701

.7 OPOS:
Lynn Safety
5039 Commercial Circle, Suite J
Concord, CA. 94520
Telephone Number: (800) 436-6201
Fax Number: (925) 609-6446

.8 Lighting:
N/A

.9 Solar Thermal:
Refer to Exhibit A

§ **1.1.12.2** Consultants retained under Additional Services:

§ **1.1.13** Other Initial Information on which the Agreement is based:

This project will be designed in conjunction with a Health Community Clinic (Design under separate contract)

§ **1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ **2.1** The Architect shall provide the professional services as set forth in this Agreement.

§ **2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ **2.3** Unless otherwise indicated in the Initial Information, the Owner has represented that the Project shall not include a residential condominium. The Architect shall provide services based on the Owner's representation of the intended usage and ownership of the Project.

§ **2.4** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ **2.5** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ **2.6** The Architect shall maintain the following insurance, or any additional insurance required by lenders for the Project, for the duration of this Agreement or for such longer period as specified below.

§ **2.6.1** Commercial General Liability insurance including, but not limited to operations, completed operations and personal and advertising injury with policy limits of not less than Two Million Dollars ($2,000,000.00) for each occurrence and Three Million Dollars ($3,000,000.00) in the aggregate for bodily injury and property damage.

§ **2.6.2** Business Automobile Liability insurance covering owned, non-owned and hired vehicles operated by the Architect, its employees or contractors with policy limits of not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage.

§ **2.6.3** The Architect may use umbrella or excess liability insurance to achieve the required coverage for Commercial General Liability insurance and Automobile Liability insurance, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ **2.6.4** Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars ($1,000,000.00) each accident and disease.

§ **2.6.5** Professional Liability insurance protecting Architect from allegations of wrongful acts, including but not limited to negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000.00) per claim and in the aggregate. If Architect's professional liability insurance is provided on a "claims-made" policy form, Architect shall maintain a retroactive date no later than the effective date of this agreement and maintain such retroactive date for not less than five (5) years following the date of final completion of the Project (the "Coverage Term"). Architect's professional liability insurance shall not contain an exclusion for bodily injury resulting directly from a design error or omission. If the Architect changes insurance carriers for professional liability coverage at any time prior to the end of the Coverage Term, the Architect shall provide proof of such coverage, acceptable to Owner, and maintain all coverage parameters required of Architect herein, including an uninterrupted retroactive date for prior acts, in the same manner as if Architect had not changed insurance carriers.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. Architect's Commercial General Liability insurance, including any excess or umbrella liability insurance, shall be endorsed to provide that Owner and required lenders or investors in the Project are named as an additional insured for both operations and completed operations.

§ 2.6.7 To the greatest extent permitted by Architect's insurance underwriters and in favor of Owner, Architect waives all rights of subrogation Architect may possess or such rights which may be possessed by its insurance carriers for the payment of any claims under all insurance policies required under this agreement.

ARTICLE 3 PRE-DESIGN SERVICES

§ 3.1 The Architect's Pre-Design Services consist of those services described in this Article 3 for the purpose of assisting the Owner in determining the jurisdictional viability of the Project and developing Pre-Design options for configuration of the Project.

§ 3.2 The Architect shall review studies, and the Initial Information provided by the Owner, pertaining to the Owner's program for the Project, including economic analysis, feasibility evaluation and market studies.

§ 3.3 The Architect shall review laws, statutes, regulations and codes of authorities having jurisdiction over the development of the Project and shall assist the Owner in submitting applications for entitlements for development to authorities having jurisdiction, if applicable.

§ 3.4 The Architect shall attend a maximum of 8 (eight) preliminary meetings with regulatory entities and users or community groups that would be significantly impacted by the development of the Project. This includes but is not limited to design input/presentation meetings with each of the following: Owner's operation team, residents, and community/neighborhood groups. Attendance at meetings in excess of that number shall be compensated as set forth in Section 12.1.1.

§ 3.5 The Architect shall discuss the proposed development of the Project with any necessary consultants, including but not limited to traffic, geotechnical, environmental, and entitlement, retained by the Owner.

§ 3.6 The Architect shall meet with the Owner and any relevant consultants to discuss revisions, if any, required in the Owner's program in order to develop the Project within the parameters of the Owner's budget.

§ 3.7 The Architect shall develop preliminary studies illustrating site development concepts, unit types, sizes, mix and number of unit types and shall present Pre-Design options for development of the Project for the Owner's review.

§ 3.8 The Architect shall prepare illustrations of the Project arrangement, massing and design to assist the Owner in submitting applications for entitlements for development to authorities having jurisdiction as well as for funding applications.

ARTICLE 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect's Basic Services consist of those described in Article 4 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 or Article 4 are Additional Services.

§ 4.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 4.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. The Architect shall perform, at its own expense, redesign or revision of drawings, specifications, or other materials furnished under this Agreement necessary to correct errors, omissions, conflicts, inconsistencies or deficiencies for which the Architect is responsible.

§ 4.1.3 A schedule of the Architect's services is included in the agreement. As Exhibit B (Architect's Schedule of Performance) The schedule of the Architect's services includes design milestone dates, anticipated dates when cost

estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project. The schedule is attached as Exhibit B and incorporated into this contract as the architect schedule of performance.

§ 4.1.4 Upon the Owner's reasonable request, the Architect shall participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 4.1.5 Upon Execution of this agreement the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 4.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 4.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 4.1.8 The Architect shall investigate and comply with accessibility requirements applicable in the jurisdiction in which the Project is located and as required by relevant funding sources.

§ 4.1.9 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 4.1.10 The Architect shall investigate and comply with design guidelines in which the Project is located and as required by relevant funding sources.

§ 4.2 Schematic Design Phase Services

§ 4.2.1 Based on the Owner's approval of a Pre-Design option, the Architect shall review the program and other information furnished by the Owner, and shall review the physical characteristics of the site and laws, codes, and regulations as applicable to the Architect's services for continuing the development of the Project.

§ 4.2.2 The Architect shall prepare an evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other information, each in terms of the other, to further determine the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 4.2.3 The Architect shall present its evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 4.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components, including unit types, sizes, mix and number of unit types. If the preliminary design is not approved, the Architect will make changes, in order to obtain Owner approval, as part of the Basic Services.

§ 4.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 5.

§ 4.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 4.2.6 The Architect shall submit the Schematic Design Documents to the Owner.

§ 4.2.7 It is the responsibility of the Architect to ensure that the Schematic Design Documents comply with the budget for the Cost of the Work and to notify the Owner of any concerns regarding program that might be in conflict with the budget for the Cost of the Work. Owner approval of the Schematic Design Documents by the Owner does not imply approval or consent with regards to consistency with the budget for the Cost of the Work and does not infringe on Owner's right to reject subsequent plans if those plans are not within the budget for the Cost of the Work. Owner is not obligated, but may at Owner's sole discretion, procure an estimate for the Cost of the Work based on the Schematic Design Documents prior to approval.

§ 4.3 Design Development Phase Services

§ 4.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 6.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, unit mix and unit types, common spaces, amenities and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 4.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner, who will submit the Design Development Documents to the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 4.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 7.5 and 7.6 and request the Owner's approval of the Design Development Documents. If the Design Development Documents are not approved, the Architect will make changes, in order to obtain Owner approval, as part of the Basic Services.

§ 4.4 Construction Documents Phase Services

§ 4.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 4.6.4.

§ 4.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 4.4.3 The Architect shall incorporate into the Construction Documents the design requirements of lenders and investors on the Project and all sustainability and environmental requirements of the Owner and/or funding sources. Listed under section 1.1.1

§ 4.4.4 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3)

the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 4.4.5 Prior to half way through the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant, if requested by the Owner. The Architect shall meet with the Cost Consultant to review the Construction Documents, as applicable.

§ 4.4.6 Upon receipt of the Cost Consultant's estimate, if provided at the discretion of the Owner, at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 7.7 and request the Owner's approval of the Construction Documents. If the Construction Documents are not approved, the Architect will make changes, in order to obtain Owner approval, as part of the Basic Services. The Construction Documents shall not be final unless and until approved by Owner.

§ 4.5 Bidding or Negotiation Phase Services
§ 4.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors, if requested by Owner. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 4.5.2 Competitive Bidding
§ 4.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 4.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- **.2** participating in a pre-bid conference for prospective bidders, and
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 4.5.2.3 The Architect shall review the submitted bids and provide a comparative evaluation.

§ 4.5.2.4 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 4.5.2.5 The Architect shall review and assist the Owner in evaluating the submitted bids or proposals as well as the qualifications and exclusions submitted by the prospective bidders.

§ 4.5.3 Negotiated Proposals
§ 4.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 4.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- **.1** facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- **.2** participating in selection interviews with prospective contractors; and
- **.3** participating in negotiations with prospective contractors.

§ 4.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 4.5.2.5 The Architect shall review and assist the Owner in evaluating the submitted bids or proposals as well as qualifications and exclusions submitted by the prospective contractors.

§ 4.6 Construction Phase Services
§ 4.6.1 General
§ 4.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the negligent acts or omissions of the Architect and its employees, consultants, and their agents and employees, and other persons performing any work or services under a contract with or at the direction or request of the Architect. However, the Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 4.6.1.3 Subject to Section 5.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect provides all necessary Project close-out documents to the Owner, as reasonably determined by the Owner based on the requirements of any Project lenders or investors.

§ 4.6.1.2 The Architect shall attend weekly construction meetings at the jobsite and will assign a qualified and consistent employee to attend the meetings.

§ 4.6.2 Evaluations of the Work

§ 4.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 5.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 4.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 4.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 4.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.



§ 4.6.3 Certificates for Payment to Contractor
§ 4.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 4.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 4.6.3.2 The Architect's approval of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 4.6.3.3 The Owner or the Owner's assigned representative shall maintain a record of the Applications and Certificates for Payment.

§ 4.6.4 Submittals
§ 4.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 4.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 4.6.4.4 Subject to the provisions of Section 5.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architects response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 4.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 4.6.5 Changes in the Work

§ 4.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 5.3, the Architect shall review Change Orders prepared by the Contractor for Owner's approval and execution, and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 4.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 4.6.6 Project Completion

§ 4.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion and final completion (including reviewing the correction of all punch-list items, until all punch-list items have been corrected to Owner's satisfaction); receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Architect shall also be responsible for receiving from Contractor all manuals for operation of mechanical, electrical and other equipment which are required by the Contract Documents, and shall deliver to Owner copies of same as such mechanical, electrical or other system is completed. Architect shall prepare for Owner a list of observed items, materials or systems that require replacement or additional Work by Contractor.

§ 4.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 4.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 4.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 4.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 5 ADDITIONAL SERVICES

§ 5.1 Additional Services listed below are not included in Pre-Design Services or Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 12.3.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 5.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 5.2 below or in an exhibit attached to this document and identified below)*
§ 5.1.1	Programming (B202™–2009)	Not Provided	
§ 5.1.2	Multiple preliminary designs	Not Provided	
§ 5.1.3	Measured drawings	Not Provided	
§ 5.1.4	Existing facilities surveys	Not Provided	
§ 5.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 5.1.6	Building information modeling	Not Provided	
§ 5.1.7	Civil engineering	Architect	See Section 1.1.12.1 items included

		in Basic Services
§ 5.1.8 Landscape design	Architect	See Section 1.1.12.1 items included in Basic Services
§ 5.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 5.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 5.1.11 Detailed cost estimating	Not Provided	
§ 5.1.12 On-site project representation (B207™–2008)	Not Provided	
§ 5.1.13 Conformed construction documents	Not Provided	
§ 5.1.14 As-Designed Record drawings	Not Provided	
§ 5.1.15 As-Constructed Record drawings	Not Provided	
§ 5.1.16 Post occupancy evaluation	Not Provided	
§ 5.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 5.1.18 Tenant-related services	Not Provided	
§ 5.1.19 Coordination of Owner's consultants	Architect	See Section 5.2
§ 5.1.20 Telecommunications/data design	Not Provided	
§ 5.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 5.1.22 Commissioning (B211™–2007)	Not Provided	
§ 5.1.23 Extensive environmentally responsible design	Not Provided	
§ 5.1.24 LEED® Certification (B214™–2007) – compliance with certification level indicated in Owner's program but not actual certification	Owner	See Section 5.2
(Row deleted)		
§ 5.1.25 Other Sustainability Certifications	Not Provided	
§ 5.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 5.1.27 Furniture, Finishings and Equipment Design (B253™–2007)	Not Provided	
§ 5.1.28 Interior Acoustic Design	Not Provided	
§ 5.1.29 OPOS consultant	Architect	See Section 1.1.12.1 items included in Basic Services
§ 5.1.29 SUSMP	Not Provided	
§ 5.1.29 Soils engineer/Geotech	Owner	See Section 5.2
§ 5.1.29 Energy Consultant/HERS Rater	Owner	See Section 5.2
§ 5.1.29 Dry Utility Consultant	Not Provided	
§ 5.1.29 Entitlement Consultant	Owner	See Section 5.2

§ 5.2 Insert a description of each Additional Service designated in Section 5.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Coordination of Owner's Consultants – The coordination of the following owner's consultants is included in the basic scope of services as an additional service that shall be compensated as defined in section 12.3: Soils engineer/Geotech, Entitlement & Energy Consultant/HERS Rater.

§ 5.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.3 shall entitle the Architect to compensation pursuant to Section 12.4 and an appropriate adjustment in the Architect's schedule.

§ 5.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. Notwithstanding anything to the contrary in this Agreement, the Architect shall not be entitled to perform any Additional Services or receive any compensation for any Additional Services unless and until the Architect has received the Owner's prior written approval of the scope and projected cost of such Additional Services. "Additional Services" shall include, but are not limited to, the following:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
.2 Services necessitated by unforeseen circumstances;
.3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
.4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
.5 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
8 Preparation for, and attendance at, a public presentation, meeting or hearing;
.9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.10 Evaluation of the qualifications of bidders or persons providing proposals;
.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 5.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker;
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 90 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 5.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Seventy-four (74) visits to the site by the Architect over the duration of the Project during construction
.3 Six (6) inspections of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 One (1) inspection of the Work to determine final completion

(Paragraph deleted)
§ 5.3.4 The fees for Architectural services are based on a concurrent design and construction period for all phases of the project as described in article 4 and allocated in article 5. including the project **Joshua House Health Center** under a separate contract. Adjustment to this schedule, alternate phasing or additional time in completing these services shall be billed as Additional Services.

§5.3.5 The Architect's Basic Services includes up to ten (10) site visits for City required inspections for the Architects

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structural engineering consultant, four (4) site visits for mechanical/plumbing engineering consultant, three (3) site visits for electrical engineering consultant, ten (10) site visits for landscape architect and three (3) site visits for civil engineering consultants have been allocated during the course of Construction. All other visits by the Architect's Consultant, during the Construction phase, shall be performed as Additional Services and compensated on an hourly basis as provided in Section 12.8..

§ 5.3.6 The Architect's Basic Services includes up to eight (8) community meetings and/or public hearings. The Architect's attendance at additional meetings shall be performed as Additional Services and compensated on an hourly basis as provided in Section 12.8.

§ 5.3.7 The Architect's scope of services included standard structural, mechanical, plumbing and electrical engineering.

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owners objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 business days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 6.2 OMITTED

§ 6.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 7.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 6.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 6.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 6.5 The Owner may provide surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. These surveys may only be used for feasibility analysis and conceptual design. The Architect shall hire a Surveyor to furnish any surveys and legal information which shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Project will require an ALTA Survey, which shall be provided by Architect's consultant in conformance with the Owner's and lender requirements.

§ 6.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 6.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Owner determines such services are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 6.8 The Owner shall furnish or cause its consultants to furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 6.9 OMITTED

§ 6.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 6.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 6.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 6.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 6.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work as reasonably necessary wherever it is in preparation or progress.

§ 6.15 OMITTED

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 6.3 and 7.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 7.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with the Construction Documents Phase. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 7.4 If at any time, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall make such adjustments as determined by the Owner.

§ 7.5 If the estimate of the Cost of the Work or the lowest bona fide bid or negotiated proposal from a Contractor at the conclusion of Construction Document Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time (if such excess has been determined after receipt of bona fide bids or a negotiated proposal);
- **.3** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- **.4** terminate in accordance with Section 10.5; or
- **.5** implement any other mutually acceptable alternative.

§ 7.6 If the Owner chooses to proceed under Section 7.5.3, the Architect shall incorporate the required modifications in the applicable Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of such Phase Services, or the budget as adjusted under Section 7.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 7.

§ 7.7 After incorporation of modifications under Section 7.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 8 COPYRIGHTS AND LICENSES

§ 8.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 8.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 8.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this Section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 10.4, the license granted in this Section 8.3 shall terminate.

§ 8.3.1 Omitted

(Paragraph deleted)

§ 8.4 The Owner shall be permitted to retain and reproduce copies of the Instruments of Service of the Architect and the Architect's consultants for the purposes of constructing, using, maintaining, altering and adding to the Project, provided the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

§ 8.5 In the event that this Agreement is terminated by the Owner under Section 10.4 or Section 10.5, the Architect shall deliver to Owner copies of all of the Instruments of Service prepared by the Architect and the Architect's consultants for this Project up to the date of termination, and upon receipt thereof, as Owner's sole liability hereunder, Owner shall pay Architect all sums due under this Agreement as a percentage of work completed as of the effective date of termination, less any damages incurred, or which may be incurred, by Owner as a result of the Architect's conduct and/or breach of this agreement. The Instruments of Service shall then become the property of the Owner,

and may be reproduced and used or altered by Owner or any other person(s) or consultant(s) employed by Owner for purposes of completing, using and maintaining the Project in whatever reasonable manner Owner may deem expedient; provided Architect shall have no responsibility or liability for such use of the Instruments of Service by Owner. At the Owner's request, the Architect will provide electronic files in a format that can be used by another architect continuing work on the Project without any further payment from the Owner to the Architect.

§ 8.6 Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 General

§ 9.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 9.1.1.

§ 9.1.2 If any dispute shall arise between Owner and Contractor in connection with this Agreement or the carrying out of the Work, including any dispute as to Architect's issuance of certificates, interpretations of the Drawings and Specifications, instructions regarding changes in the Work, or rejection of the Work, then Architect shall examine all the circumstances pertaining to such dispute and shall take account of any writing to Owner and Contractor in accordance with Architect's interpretation of the true purpose, intent and meaning of the Contract for Construction, but such recommendation shall not be binding on the parties and shall be without prejudice to their rights under the Contract for Construction, or in litigation or any other dispute resolution proceeding, as the case may be, and shall not affect or impair the rights of Owner and Architect concerning their respective obligations to each other.

§ 9.1.3 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.1.4 The Architect shall indemnify and hold the Owner and the Owner's officers and employees, the Project lenders and investors, harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

§ 9.1.5 The Owner shall indemnify and hold the Architect, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner and its employees and consultants.

§ 9.1.6 [Omitted]

§ 9.1.7 If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Architect or its consultants without the Architect's prior consent, the Owner shall indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

§ 9.1.8 In the event either party to this Agreement shall institute any action or proceeding against the other party in this Agreement, which action or proceeding concerns a controversy arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement from the unsuccessful party for all costs and attorneys'

fees arising out of such action or proceeding. In addition to the foregoing award of attorneys' fees and costs, the prevailing party shall be entitled to its attorneys' fees and costs incurred in any post judgment proceedings to enforce any judgment in connection with this Agreement. This provision is separate and several and shall survive the merger of this provision into any judgment.

§ 9.1.9 Architect agrees that no limited partner, member, officer, director, stockholder, sponsor, lender, employee, agent, servant or other representative of Owner (each an "individual") shall have any personal liability for the performance of any obligations of Owner under this Agreement, nor shall any individual be responsible for any liabilities resulting from this Agreement, and no recourse shall be had against the assets of any individual for payment of any services due, or enforcement of any other relief, based upon any claim made by Architect for breach of any term of this Agreement or for any liabilities resulting from this Agreement.

§ 9.2 Mediation

§ 9.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 9.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 9.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 9.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 9.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 9.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 9.3 Arbitration

§ 9.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 9.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 9.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 9.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 9.3.4 Consolidation or Joinder

§ 9.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 9.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 9.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 9.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 10.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted, subject to agreement by the parties.

§ 10.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

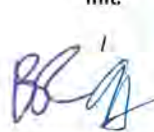
§ 10.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, and such failure is not cured within such seven-day period.

§ 10.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 10.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

Init.

/



(Paragraph deleted)
§ 10.7[Omitted]

§ 10.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 8 and Section 12.10.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.3.

§ 11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 11.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement and grant a security interest in the Instruments of Service to a lender providing financing for the Project, and may assign this Agreement to a nonprofit public benefit corporation affiliated with the Owner, or a limited partnership of which Owner or an affiliated nonprofit public benefit corporation or limited liability company is the general partner, if the lender or other assignee agrees to assume the Owner's rights and obligations under this Agreement arising from and after the effective date of such assignment. The Architect agrees to execute any consent reasonably required for any such assignment or grant of security interest.

§ 11.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 11.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 11.7 Except as otherwise set forth herein, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials drafted solely for purposes of its architecture division. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project and the Architect shall provide professional credit for the Owner in Architect's promotional materials for the Project. Notwithstanding the foregoing, Architect shall not reference the Project with respect professional or promotional materials used in connection with Architect's development, housing services to/or resident services divisions without Owner's prior written approval.

§ 11.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. In the event of any violation of this provision, the Owner shall be entitled to injunctive relief as well as any other remedies available at law or in equity.

§ 11.9 Architect represents and warrants that Architect holds a license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license and



that Architect shall keep and maintain such license in good standing and in full force and effect at all times while Architect is performing services included in this Agreement.

§ 11.10 The Architect shall perform all services under this Agreement in a manner consistent with the degree of care and skill usually exercised by architects experienced in projects of a scope similar to the Project.

§ 11.11 The Architect shall be responsible for the quality, technical accuracy, timely completion and coordination of all services provided by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in the Instruments of Service.

ARTICLE 12 COMPENSATION

§ 12.1 For the Architect's Pre-Design Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 12.1.1 For attendance at meetings in excess of the number specified in Section 3.4, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 12.2 For the Architect's Basic Services described under Article 4, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be a stipulated sum of One Million, Thirty-Seven Thousand, Four Hundred Dollars <$1,037,400.00> as described in Exhibit A

§ 12.3 For Additional Services designated in Section 5.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

If contracted at the time of this agreement, coordination of Owner's consultants described in section 5.2 will be included in the base fee. For Coordination of all other Owner's consultants Architect shall be compensated according to the method described in Section 12.5, with the percentage listed applied to the Owner's consultants' invoices.

§ 12.4 For Additional Services that may arise during the course of the Project, including those under Section 5.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Architect shall be compensated according to the method described in Section 12.8

§ 12.5 Compensation for Additional Services of the Architect's consultants when not included in Sections 12.3 or 12.4, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:

§ 12.6 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty-five	percent (	45	%)
Bidding or Negotiation Phase	two	percent (	2	%)

Construction Phase	twenty-three	percent (	23	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 12.7 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 12.6 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 12.8 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	**Rate**
Principal Architect :	$195.00
Associate Architect:	$165.00
Project Manager:	$150.00
Job Captain:	$115.00
Designer:	$100.00
Junior Designer:	$ 80.00
Administrative/Clerical Staff:	$ 55.00

§ 12.9 Compensation for Reimbursable Expenses

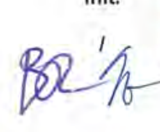
§ 12.9.1 Reimbursable Expenses are in addition to compensation for Pre-Design, Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation including parking fees and mileage.
- **.2** If authorized in advance, out-of-town travel and subsistence;
- **.3** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- **.4** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.5** Printing, reproductions, plots, standard form documents,;
- **.6** Postage, handling and delivery;
- **.7** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.8** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.9** Omitted
- **.10** All taxes levied on professional services and on reimbursable expenses;
- **.11** Omitted
- **.12** Other similar Project-related expenditures.

§ 12.9.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 12.9.2 The Architect shall ensure that the Owner receives the benefit of all discounts, rebates and refunds obtained with respect to any Reimbursable Expense incurred in connection with the Project.

Init.



§ 12.10 Compensation for Use of Architect's Instruments of Service
If the Owner terminates the Architect for its convenience under Section 10.5, or the Architect terminates this Agreement under Section 10.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:
No fee payable

§ 12.11 Payments to the Architect
§ 12.11.1 An initial payment of none($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 12.11.2
(Paragraphs deleted)
Omitted

§ 12.11.3 [Omitted]

§ 12.11.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 13 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

§ 13.1 The form of this Contract (AIA Document B109), the General Conditions (AIA Document A201) and the Owner and Contractor Agreement (AIA Document A102) were written to be used together. Therefore, the Owner and Contractor Agreement for this Project shall be the AIA document A102. No modification to the Indemnification, Arbitration, Insurance and Shop Drawing Paragraph, that would have an impact on the architect, shall be made without prior written consent of the Architect. Neither shall any increase or decrease in the Architect's responsibility or authority be made without the written prior consent of the Architect.

§ 13.2 In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the total liability of the Architect and the Architect's officers, directors, partners, employees, and consultants, and any of them, to the Owner and anyone claiming through the Owner, for any and all claims, losses, costs, and damages, including attorney's fees and costs, and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes, to an amount not to exceed the available insurance proceeds from insurance required in section 2.6 of this agreement. It is intended that the limitation apply to any and all liability or cause of action however alleged or arising, unless prohibited by law.

ARTICLE 14 SCOPE OF THE AGREEMENT
§ 14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 14.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B109™–2010, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

AIA Document A201™-2007, General Conditions of Contract for Construction

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A - M.O.U and Amendment to Professional Service Agreement
Exhibit B – Schedule of Performance
Exhibit C – Insurance

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Ben Rosen, Real Estate Development Director	Giuseppe Aliano, Senior Vice President, Architecture Lic# 026571
(Printed name and title)	*(Printed name and title)*

Additions and Deletions Report for
AIA® Document B109™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:03:58 on 11/14/2017.

PAGE 1

AGREEMENT made as of the 26 day of November in the year 2015

...

649 Lofts, LP
c/o Skid Row Housing Trust
1317 E. 7th St.
Los Angeles CA 90021

...

Abode Communities, A California Non-Profit Corporation
1149 S. Hill Street, Suite 700
Los Angeles, California 90015

...

649 Lofts
649 S. Wall St.
Los Angeles CA 90021
55 units of permanent supportive housing for formerly homeless and special needs individuals, property management and resident service spaces, laundry room, community rooms, landscaped terraces, and parking

PAGE 2

New Construction of 55 units of permanent supportive housing for formerly homeless and special needs individuals, comprised of:
54 studios
1 two bedroom

5-Story Type IIIA construction over 2-story Type IA with four levels of wood frame over three levels of concrete podium. Residential lobby and office at ground level and residential at 4th-7th level.
Project to be designed by right with Housing Incentive Ordinance
The scope of work is for architectural services for Schematic Design, Design Development, Construction Documents, Bidding and
Negotiation, and Construction Contract Administration.

Building to comply with:
- Skid Row Housing Trust – Design Program Specifications
- Designed for gold certification under USGBC's LEED for Homes Mid-rise program
- Minimum of 10% better than Title 24 2013 compliance for new construction based on most stringent definition of all applicable source (for example but not limited to, CTCAC, LEED for Homes Mid-rise)
- Minimum construction standards and design guidelines for all funding sources:

- Minimum construction standards and design guidelines for all funding sources:
    - California Tax Credit Allocation Committee (CTCAC)
    - City of Los Angeles Housing & Community Investment Department (HCID) – previously LAHD
    - Housing Authority of the City of Los Angeles (HACLA), Section 8 program
    - Community Development Commission of the County of Los Angeles (LACDC)
- All voluntary points selected by Owner for funding applications, as applicable, which shall be provided to architect via email
- All applicable accessibility requirements under federal, state and local codes as well as those triggered by funding sources (for example but not limited to, UFAS)

Project to include:
- Items identified in Amendment to Professional Services attached to this contract as Exhibit A

PAGE 3

Six Four Nine Lofts is a new construction development located at 649 S. Wall Street, consisting of 55 units (54 efficiency units and 1 two-bedroom unit for on-site property manager) of permanent supportive housing formally homeless, special needs and/or low-income individuals. This urban infill development project will be built on a 14,959 square foot lot in the Skid Row neighborhood of Downtown Los Angeles, CA.

...

$13,440,000.00

...

- 100% Schematic Design complete no later than December 15, 2015
- 100% Design Development complete no later than August, 2016
- Submit to plan check no later than December 2016
- 80% CD set complete no later than April 2017

December 2017

...

May 2019

...

none

...

RFQ for general contractor; Negotiated bid for a Cost Plus Fee contract with a Guaranteed Maximum; Competitive bid for major subtrades

PAGE 4

none

...

Dana Trujillo
Chief Real Estate Officer
Skid Row Housing Trust
1317 E. 7th St.

Los Angeles CA 90021
213-683-0522 ext. 123

...

None

...

All estimating to be conducted by selected general contractor

.2 Omitted

.3 Geotechnical Engineer:
Geoco
~~.2 Scheduling Consultant:~~3303 N. San Fernando Blvd.
Suite 100
Burbank, CA 91504
.4 Omitted

.5 Omitted

.6 Other, if any:

Construction Manager:
~~.3 Geotechnical Engineer:~~*TBD*

Green Rater:
GBWorks
859 25th Street
Santa Monica, CA 90403
HERS Rater:
TBD
~~.4 Civil Engineer:~~
Deputy Inspector:
TBD

Interior Decorator (for furnishings):
TBD

~~.5 Building Envelope~~ *Entitlement Consultant:*
Craig Lawson & Co., LLC
3221 Huchison Avenue Suite D
Los Angeles ,CA 90034
Telephone Number (213) 838-2400
Fax Number (310) 838-2424 :

~~.6 Other, if any:~~*Accessibility Reviewer:*
~~*(List any other consultants or contractors to be retained by the Owner, such as environmental acoustic, environmental impact, traffic, zoning, land use, accessibility consultants; Project or Program Manager; construction contractor; or construction manager as constructor.)*~~
TBD

PAGE 5

Giuseppe Aliano

1149 S. Hill St Suite 700
Los Angeles, CA 90015
Telephone Number (213)-225-2702

...

§ **1.1.12.1** Consultants retained under Basic ~~Services:~~Services

...

Ming Yang Yeh, Professional Corporation
Ming Yang Yeh
131 W. Green St
Pasadena, CA 91105
Telephone Number: 626-499 9886 ext 111
Fax Number: 626-449-9086

...

Khalifeh & Associates, Inc. , Professional Corporation
Jack Khalifeh
13465 Beach Ave. Ste B
Marina Del Rey, CA. 90292
Telephone Number: (310) 305-1555
Fax Number: (310) 305-1550

...

OMB Electrical Engineers, Inc.
Dennis E. McVay
8825 Research Drive
Irvine, CA 92618

Telephone Number: (949) 753-1553

.4 Plumbing Engineer:
Khalifeh & Associates, Inc. Professional Corporation
Jack Khalifeh
13465 Beach Ave. Ste B
Marina Del Rey, CA. 90292
Telephone Number: (626)-499 9886 ext 111
Fax Number: (626)-449-9086

.5 Landscape/Irrigation Engineer:
AHBE Landscape Architects
617 W. 7th St #304
Los Angeles, CA 90017
Telephone Number (213)-394-3800
Fax Number (213)-394-3801

.6 Civil Engineer:
Coory Engineering
1718 N. Neville Street
Orange, CA 92865
Telephone Number (714) 202-8700

Fax Number (714) 202-8701

.7 OPOS:
Lynn Safety
5039 Commercial Circle, Suite J
Concord, CA. 94520
Telephone Number: (800) 436-6201
Fax Number: (925) 609-6446

.8 Lighting:
N/A

.9 Solar Thermal:
Refer to Exhibit A

PAGE 6

This project will be designed in conjunction with a Health Community Clinic (Design under separate contract)

PAGE 7

§ 2.6 The Architect shall maintain the following ~~insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~insurance, or any additional insurance required by lenders for the Project, for the duration of this Agreement or for such longer period as specified below.

§ 2.6.1 ~~Comprehensive General Liability~~ Commercial General Liability insurance including, but not limited to operations, completed operations and personal and advertising injury with policy limits of not less than ~~($)~~ Two Million Dollars ($2,000,000.00) for each occurrence and Three Million Dollars ($3,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 ~~Automobile Liability covering owned and rented vehicles operated by the Architect~~ Business Automobile Liability insurance covering owned, non-owned and hired vehicles operated by the Architect, its employees or contractors with policy limits of not less than ~~($) combined single limit and aggregate~~ One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for ~~Comprehensive~~ Commercial General Liability insurance and Automobile ~~Liability,~~ Liability insurance, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~($).~~ One Million Dollars ($1,000,000.00) each accident and disease.

§ 2.6.5 Professional Liability ~~covering the Architect's~~ insurance protecting Architect from allegations of wrongful acts, including but not limited to negligent acts, errors and omissions in its performance of professional services with policy limits of not less than ~~($)~~ Two Million Dollars ($2,000,000.00) per claim and in the aggregate. If Architect's professional liability insurance is provided on a "claims-made" policy form, Architect shall maintain a retroactive date no later than the effective date of this agreement and maintain such retroactive date for not less than five (5) years following the date of final completion of the Project (the "Coverage Term"). Architect's professional liability insurance shall not contain an exclusion for bodily injury resulting directly from a design error or omission. If the Architect changes insurance carriers for professional liability coverage at any time prior to the end of the Coverage Term, the Architect shall provide proof of such coverage, acceptable to Owner, and maintain all coverage

parameters required of Architect herein, including an uninterrupted retroactive date for prior acts, in the same manner as if Architect had not changed insurance carriers.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. ~~The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.~~Architect's Commercial General Liability insurance, including any excess or umbrella liability insurance, shall be endorsed to provide that Owner and required lenders or investors in the Project are named as an additional insured for both operations and completed operations.

§ 2.6.7 To the greatest extent permitted by Architect's insurance underwriters and in favor of Owner, Architect waives all rights of subrogation Architect may possess or such rights which may be possessed by its insurance carriers for the payment of any claims under all insurance policies required under this agreement.

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§ 3.3 The Architect shall review laws, statutes, regulations and codes of authorities having jurisdiction over the development of the Project and shall assist the Owner in submitting applications for entitlements for development to authorities having ~~jurisdiction.~~jurisdiction, if applicable.

§ 3.4 The Architect shall attend a maximum of ~~( )~~ 8 (eight) preliminary meetings with regulatory entities and users or community groups that would be significantly impacted by the development of the Project. This includes but is not limited to design input/presentation meetings with each of the following: Owner's operation team, residents, and community/neighborhood groups. Attendance at meetings in excess of that number shall be compensated as set forth in Section 12.1.1.

§ 3.5 The Architect shall discuss the proposed development of the Project with any ~~traffic, geotechnical, and environmental consultants~~ necessary consultants, including but not limited to traffic, geotechnical, environmental, and entitlement, retained by the Owner.

§ 3.6 The Architect shall meet with the Owner and ~~the Owner's Cost Consultant~~ any relevant consultants to discuss revisions, if any, required in the Owner's program in order to develop the Project within the parameters of the Owner's budget.

...

§ 3.8 The Architect shall prepare illustrations of the Project arrangement, massing and design to assist the Owner in submitting applications for entitlements for development to authorities having ~~jurisdiction.~~jurisdiction as well as for funding applications.

...

§ 4.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. The Architect shall perform, at its own expense, redesign or revision of drawings, specifications, or other materials furnished under this Agreement necessary to correct errors, omissions, conflicts, inconsistencies or deficiencies for which the Architect is responsible.

§ 4.1.3 ~~As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule.~~ A schedule of the Architect's services is included in the agreement. As Exhibit B (Architect's Schedule of Performance) The schedule of the Architect's services ~~shall include~~ includes design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over

the Project. The schedule is attached as Exhibit B and incorporated into this contract as the architect schedule of performance.

§ 4.1.4 Upon the Owner's reasonable request, the Architect shall ~~submit information to the Scheduling Consultant and~~ participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 4.1.5 ~~Once~~ Upon Execution of this agreement the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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§ 4.1.8 The Architect shall investigate and comply with accessibility requirements applicable in the jurisdiction in which the Project is ~~located.~~ located and as required by relevant funding sources.

...

§ 4.1.10 The Architect shall investigate and comply with design guidelines in which the Project is located and as required by relevant funding sources.

§ 4.2.1 Based on the Owner's approval of a Pre-Design option, the Architect shall review the program and other information furnished by the Owner, and shall review the physical characteristics of the site and laws, codes, and regulations as applicable to the Architect's services for continuing the development of the Project.

...

§ 4.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components, including unit types, sizes, mix and number of unit types. If the preliminary design is not approved, the Architect will make changes, in order to obtain Owner approval, as part of the Basic Services.

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§ 4.2.6 The Architect shall submit the Schematic Design Documents to the ~~Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.~~ Owner.

§ 4.2.7 ~~Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 7.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's~~ It is the responsibility of the Architect to ensure that the Schematic Design Documents comply with the budget for the Cost of the Work and to notify the Owner of any concerns regarding program that might be in conflict with the budget for the Cost of the Work. Owner approval of the Schematic Design Documents by the Owner does not imply approval or consent with regards to consistency with the budget for the Cost of the Work ~~at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.~~ and does not infringe on Owner's right to reject subsequent plans if those plans are not within the budget for the Cost of the Work. Owner is not obligated, but may at Owner's sole discretion, procure an estimate for the Cost of the Work based on the Schematic Design Documents prior to approval.

...

§ 4.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the ~~Owner and~~ Owner, who will submit the Design Development Documents to the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 4.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 7.5 and 7.6 and request the Owner's approval of the Design

Development Documents. If the Design Development Documents are not approved, the Architect will make changes, in order to obtain Owner approval, as part of the Basic Services.

...

§ 4.4.3 ~~During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.~~ The Architect shall incorporate into the Construction Documents the design requirements of lenders and investors on the Project and all sustainability and environmental requirements of the Owner and/or funding sources. Listed under section 1.1.1

§ 4.4.4 ~~Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.~~ During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 4.4.5 ~~Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 7.7 and request the Owner's approval of the Construction Documents.~~ Prior to half way through the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant, if requested by the Owner. The Architect shall meet with the Cost Consultant to review the Construction Documents, as applicable.

§ 4.4.6 Upon receipt of the Cost Consultant's estimate, if provided at the discretion of the Owner, at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 7.7 and request the Owner's approval of the Construction Documents. If the Construction Documents are not approved, the Architect will make changes, in order to obtain Owner approval, as part of the Basic Services. The Construction Documents shall not be final unless and until approved by Owner.

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The Architect shall assist the Owner in establishing a list of prospective ~~contractors.~~ contractors, if requested by Owner. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

...

§ 4.5.2.3 The Architect shall ~~consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~ review the submitted bids and provide a comparative evaluation.

§ 4.5.2.4 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 4.5.2.5 The Architect shall review and assist the Owner in evaluating the submitted bids or proposals as well as the qualifications and exclusions submitted by the prospective bidders.

...

§ **4.5.2.5** The Architect shall review and assist the Owner in evaluating the submitted bids or proposals as well as qualifications and exclusions submitted by the prospective contractors.

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§ **4.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the ~~Architect's negligent acts or omissions, but~~ negligent acts or omissions of the Architect and its employees, consultants, and their agents and employees, and other persons performing any work or services under a contract with or at the direction or request of the Architect. However, the Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ **4.6.1.3** Subject to Section 5.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect ~~issues the final Certificate for Payment.~~ provides all necessary Project close-out documents to the Owner, as reasonably determined by the Owner based on the requirements of any Project lenders or investors.

§ **4.6.1.2** The Architect shall attend weekly construction meetings at the jobsite and will assign a qualified and consistent employee to attend the meetings.

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§ **4.6.3.2** The ~~issuance~~ Architect's approval of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ **4.6.3.3** The ~~Architect~~ Owner or the Owner's assigned representative shall maintain a record of the Applications and Certificates for Payment.

...

§ **4.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 5.3, the Architect shall ~~prepare Change Orders~~ review Change Orders prepared by the Contractor for Owner's approval and execution, and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ **4.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial ~~Completion;~~ Completion and final completion (including reviewing the correction of all punch-list items, until all punch-list items have been corrected to Owner's satisfaction); receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Architect shall also be responsible for receiving from Contractor all manuals for operation of mechanical, electrical and other equipment which are required by the Contract Documents, and shall deliver to Owner copies of same as such mechanical, electrical or other system is completed. Architect shall prepare for Owner a list of observed items, materials or systems that require replacement or additional Work by Contractor.

...

§ 5.1.1 Programming (B202™–2009)	Not Provided	
§ 5.1.2 Multiple preliminary designs	Not Provided	
§ 5.1.3 Measured drawings	Not Provided	
§ 5.1.4 Existing facilities surveys	Not Provided	
§ 5.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 5.1.6 Building ~~Information Modeling (E202™–2008)~~information modeling	Not Provided	
§ 5.1.7 Civil engineering	Architect	See Section 1.1.12.1 items included in Basic Services
§ 5.1.8 Landscape design	Architect	See Section 1.1.12.1 items included in Basic Services
§ 5.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 5.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 5.1.11 Detailed cost estimating	Not Provided	
§ 5.1.12 On-site project representation (B207™–2008)	Not Provided	
§ 5.1.13 Conformed construction documents	Not Provided	
§ 5.1.14 As-Designed Record drawings	Not Provided	
§ 5.1.15 As-Constructed Record drawings	Not Provided	
§ 5.1.16 Post occupancy evaluation	Not Provided	
§ 5.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 5.1.18 Tenant-related services	Not Provided	
§ 5.1.19 Coordination of Owner's consultants	Architect	See Section 5.2
§ 5.1.20 Telecommunications/data design	Not Provided	
§ 5.1.21 Security Evaluation and ~~Planning (B206™–2007)~~Planning (B206™–2007)	Not Provided	
§ 5.1.22 Commissioning (B211™–2007)	Not Provided	
§ 5.1.23 Extensive environmentally responsible design	Not Provided	
§ 5.1.24 LEED® Certification (B214™–2007) – compliance with certification level indicated in Owner's program but not actual certification	Owner	See Section 5.2
~~§ 5.1.24 LEED® Certification (B214™–2012)~~		
§ 5.1.25 Other Sustainability Certifications	Not Provided	
§ 5.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 5.1.27 Furniture, Finishings and Equipment Design (B253™–2007)	Not Provided	
§ 5.1.28 Interior Acoustic Design	Not Provided	
§ 5.1.29 OPOS consultant	Architect	See Section 1.1.12.1 items included in Basic Services
§ 5.1.29 SUSMP	Not Provided	
§ 5.1.29 Soils engineer/Geotech	Owner	See Section 5.2
§ 5.1.29 Energy Consultant/HERS Rater	Owner	See Section 5.2
§ 5.1.29 Dry Utility Consultant	Not Provided	
§ 5.1.29 Entitlement Consultant	Owner	See Section 5.2

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Coordination of Owner's Consultants – The coordination of the following owner's consultants is included in the basic scope of services as an additional service that shall be compensated as defined in section 12.3: Soils engineer/Geotech, Entitlement & Energy Consultant/HERS Rater.

...

§ 5.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. ~~The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:~~ Notwithstanding anything to the contrary in this Agreement, the Architect shall not be entitled to perform any Additional Services or receive any compensation for any Additional Services unless and until the Architect has received the Owner's prior written approval of the scope and projected cost of such Additional Services. "Additional Services" shall include, but are not limited to, the following:

...

- **.2** Services necessitated by unforeseen circumstances;
- **.3** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- ~~**.3**~~ **.4** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- ~~**.4**~~ **.5** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- ~~**.5**~~ **.6** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- ~~**.6**~~ **.7** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~**.7**~~ **8** Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~**.8**~~ **.9** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~**.9**~~ **.10** Evaluation of the qualifications of bidders or persons providing proposals;
- ~~**.10**~~ **.11** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- ~~**.11**~~ **.12** Assistance to the Initial Decision Maker, if other than the Architect.

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- **.6** To the extent the Architect's Basic Services are affected, providing Construction Phase Services ~~60~~ 90 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

...

- **.1** ~~( )~~ Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- **.2** ~~(~~ Seventy-four (74) visits to the site by the Architect over the duration of the Project during construction
- **.3** Six (6) inspections ~~for any portion~~ of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- **.4** ~~( ) inspections for any portion~~ One (1) inspection of the Work to determine final completion

~~**§ 5.3.4** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

§ 5.3.4 The fees for Architectural services are based on a concurrent design and construction period for all phases of the project as described in article 4 and allocated in article 5. including the project **Joshua House Health Center** under a separate contract. Adjustment to this schedule, alternate phasing or additional time in completing these services shall be billed as Additional Services.

§5.3.5 The Architect's Basic Services includes up to ten (10) site visits for City required inspections for the Architect's structural engineering consultant, four (4) site visits for mechanical/plumbing engineering consultant,

three (3) site visits for electrical engineering consultant, ten (10) site visits for landscape architect and three (3) site visits for civil engineering consultants have been allocated during the course of Construction. All other visits by the Architect's Consultant, during the Construction phase, shall be performed as Additional Services and compensated on an hourly basis as provided in Section 12.8..

§ 5.3.6 The Architect's Basic Services includes up to eight (8) community meetings and/or public hearings. The Architect's attendance at additional meetings shall be performed as Additional Services and compensated on an hourly basis as provided in Section 12.8.

§ 5.3.7 The Architect's scope of services included standard structural, mechanical, plumbing and electrical engineering.

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 business days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 6.2 ~~The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.~~OMITTED

§ 6.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 7.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ~~The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work.~~ If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

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§ 6.5 The Owner ~~shall furnish~~ may provide surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. These surveys may only be used for feasibility analysis and conceptual design. The Architect shall hire a Surveyor to furnish any surveys and legal information which shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Project will require an ALTA Survey, which shall be provided by Architect's consultant in conformance with the Owner's and lender requirements.

...

§ 6.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the ~~Architect requests such services and demonstrates that they~~ Owner determines such services are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 6.8 The Owner shall furnish or cause its consultants to furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ **6.9** ~~The Owner shall furnish the services of a building envelope consultant to provide inspections of the building envelope during the construction phase and a final inspection at Substantial Completion. The Owner shall provide copies of the inspection reports to the Architect.~~ OMITTED

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§ **6.12** Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the ~~Contractor and the~~ Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ **6.13** ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.~~ The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ **6.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work as reasonably necessary wherever it is in preparation or progress.

§ **6.15** ~~The Owner shall confirm that the commercial general liability coverage provided by the Contractor does not contain exclusions for residential construction or a mold-related claims exclusion.~~ OMITTED

...

§ **7.3** The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with ~~its Pre-Design Services and Basic Services.~~ the Construction Documents Phase. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ **7.4** ~~If, prior to the conclusion of the Design Development Phase, the~~ If at any time, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the ~~Architect,~~ Architect in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall ~~cooperate with the Architect in making such adjustments.~~ make such adjustments as determined by the Owner.

§ **7.5** If the estimate of the Cost of the Work ~~at the conclusion of the Design Development~~ or the lowest bona fide bid or negotiated proposal from a Contractor at the conclusion of Construction Document Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

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.2 authorize rebidding or renegotiating of the Project within a reasonable time (if such excess has been determined after receipt of bona fide bids or a negotiated proposal);

.3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;

.4 terminate in accordance with Section 10.5; or

~~**.3**~~ **.5** implement any other mutually acceptable alternative.

§ **7.6** If the Owner chooses to proceed under ~~Section 7.5.2, the Architect, without additional compensation,~~ Section 7.5.3, the Architect shall incorporate the required modifications in the ~~Construction Documents~~ applicable Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of ~~the Design Development~~ such Phase Services, or the budget as adjusted under Section 7.5.1. The Architect's modification of

the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 7.

...

§ 8.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 8.3.1. The terms of this Section 8.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 10.4.~~ Omitted

~~**§ 8.4** Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

§ 8.4 The Owner shall be permitted to retain and reproduce copies of the Instruments of Service of the Architect and the Architect's consultants for the purposes of constructing, using, maintaining, altering and adding to the Project, provided the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

§ 8.5 In the event that this Agreement is terminated by the Owner under Section 10.4 or Section 10.5, the Architect shall deliver to Owner copies of all of the Instruments of Service prepared by the Architect and the Architect's consultants for this Project up to the date of termination, and upon receipt thereof, as Owner's sole liability hereunder, Owner shall pay Architect all sums due under this Agreement as a percentage of work completed as of the effective date of termination, less any damages incurred, or which may be incurred, by Owner as a result of the Architect's conduct and/or breach of this agreement. The Instruments of Service shall then become the property of the Owner, and may be reproduced and used or altered by Owner or any other person(s) or consultant(s) employed by Owner for purposes of completing, using and maintaining the Project in whatever reasonable manner Owner may deem expedient; provided Architect shall have no responsibility or liability for such use of the Instruments of Service by Owner. At the Owner's request, the Architect will provide electronic files in a format that can be used by another architect continuing work on the Project without any further payment from the Owner to the Architect.

§ 8.6 Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 9.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~If any dispute shall arise between Owner and Contractor in connection with this Agreement or the carrying out of the Work, including any dispute as to Architect's issuance of certificates, interpretations of the Drawings and Specifications, instructions regarding changes in the Work, or rejection of the Work, then Architect shall examine all the circumstances pertaining to such dispute and shall take account of any writing to Owner and Contractor in accordance with Architect's interpretation of the true purpose, intent and meaning of the Contract for Construction, but such recommendation shall not be binding on the parties and shall be without prejudice to their rights under the Contract for Construction, or in litigation or any other dispute resolution proceeding, as the case

may be, and shall not affect or impair the rights of Owner and Architect concerning their respective obligations to each other.

§ 9.1.3 ~~The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.1.4 The ~~Owner shall indemnify and hold the Architect, its officers, employees and consultants~~ Architect shall indemnify and hold the Owner and the Owner's officers and employees, the Project lenders and investors, harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the ~~Owner, the Contractor or the employees, consultants or subcontractors of either of them.~~ Architect, its employees and its consultants in the performance of professional services under this Agreement.

§ 9.1.5 The ~~Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 10.7.~~Owner shall indemnify and hold the Architect, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner and its employees and consultants.

§ 9.1.6 ~~If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Architect or its consultants, the Owner shall indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.~~[Omitted]

§ 9.1.7 If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Architect or its consultants without the Architect's prior consent, the Owner shall indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

§ 9.1.8 In the event either party to this Agreement shall institute any action or proceeding against the other party in this Agreement, which action or proceeding concerns a controversy arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement from the unsuccessful party for all costs and attorneys' fees arising out of such action or proceeding. In addition to the foregoing award of attorneys' fees and costs, the prevailing party shall be entitled to its attorneys' fees and costs incurred in any post judgment proceedings to enforce any judgment in connection with this Agreement. This provision is separate and several and shall survive the merger of this provision into any judgment.

§ 9.1.9 Architect agrees that no limited partner, member, officer, director, stockholder, sponsor, lender, employee, agent, servant or other representative of Owner (each an "individual") shall have any personal liability for the performance of any obligations of Owner under this Agreement, nor shall any individual be responsible for any liabilities resulting from this Agreement, and no recourse shall be had against the assets of any individual for payment of any services due, or enforcement of any other relief, based upon any claim made by Architect for breach of any term of this Agreement or for any liabilities resulting from this Agreement.

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[X] Litigation in a court of competent jurisdiction

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§ 10.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules ~~shall be equitably adjusted.~~ may be equitably adjusted, subject to agreement by the parties.

§ 10.3 If the Owner suspends the Project for more than ~~90~~ 180 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 10.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the ~~termination.~~ termination, and such failure is not cured within such seven-day period.

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§ 10.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 10.7.~~ due.

~~**§ 10.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 10.7[Omitted]

...

§ 11.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement and grant a security interest in the Instruments of Service to a lender providing financing for ~~the Project if the lender~~ the Project, and may assign this Agreement to a nonprofit public benefit corporation affiliated with the Owner, or a limited partnership of which Owner or an affiliated nonprofit public benefit corporation or limited liability company is the general partner, if the lender or other assignee agrees to assume the Owner's rights and obligations under this ~~Agreement.~~ Agreement arising from and after the effective date of such assignment. The Architect agrees to execute any consent reasonably required for any such assignment or grant of security interest.

...

§ 11.7 ~~The~~ Except as otherwise set forth herein, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional ~~materials.~~ materials drafted solely for purposes of its architecture division. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project and the Architect shall provide professional credit for the Owner in Architect's promotional materials for the Project. Notwithstanding the foregoing, Architect shall not reference the Project with respect professional or promotional materials used in connection with Architect's development, housing services to/or resident services divisions without Owner's prior written approval.

§ 11.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. In the event of any violation of this provision, the Owner shall be entitled to injunctive relief as well as any other remedies available at law or in equity.

§ 11.9 Architect represents and warrants that Architect holds a license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license and that Architect shall keep and maintain such license in good standing and in full force and effect at all times while Architect is performing services included in this Agreement.

§ 11.10 The Architect shall perform all services under this Agreement in a manner consistent with the degree of care and skill usually exercised by architects experienced in projects of a scope similar to the Project.

§ 11.11 The Architect shall be responsible for the quality, technical accuracy, timely completion and coordination of all services provided by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in the Instruments of Service.

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Compensation shall be a stipulated sum of One Million, Thirty-Seven Thousand, Four Hundred Dollars <$1,037,400.00> as described in Exhibit A

...

If contracted at the time of this agreement, coordination of Owner's consultants described in section 5.2 will be included in the base fee. For Coordination of all other Owner's consultants Architect shall be compensated according to the method described in Section 12.5, with the percentage listed applied to the Owner's consultants' invoices.

...

Architect shall be compensated according to the method described in Section 12.8

§ 12.5 Compensation for Additional Services of the Architect's consultants when not included in Sections 12.3 or 12.4, shall be the amount invoiced to the Architect plus fifteen percent (~~%),~~ 15%), or as otherwise stated below:

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Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty-five	percent (	45	%)
Bidding or Negotiation Phase	two	percent (	2	%)
Construction Phase	twenty-three	percent (	23	%)

...

Principal Architect :	$195.00
Associate Architect:	$165.00
Project Manager:	$150.00
Job Captain:	$115.00
Designer:	$100.00
Junior Designer:	$ 80.00
Administrative/Clerical Staff:	$ 55.00

...

.1 Transportation including parking fees and mileage.
.2 If authorized in advance, out-of-town travel and subsistence;
.2 .3 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 .4 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 .5 Printing, reproductions, plots, standard form documents;documents.;
.5 .6 Postage, handling and delivery;
.6 .7 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 .8 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;.9 Omitted
.9 .10 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and.11 Omitted
.11 .12 Other similar Project-related expenditures.

§ 12.9.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.ten percent (10%) of the expenses incurred.

§ 12.9.2 The Architect shall ensure that the Owner receives the benefit of all discounts, rebates and refunds obtained with respect to any Reimbursable Expense incurred in connection with the Project.

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No fee payable

...

§ 12.11.1 An initial payment of ($)none($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 12.11.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% Omitted

§ 12.11.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. [Omitted]

...

§ 13.1 The form of this Contract (AIA Document B109), the General Conditions (AIA Document A201) and the Owner and Contractor Agreement (AIA Document A102) were written to be used together. Therefore, the Owner and Contractor Agreement for this Project shall be the AIA document A102. No modification to the Indemnification, Arbitration, Insurance and Shop Drawing Paragraph shall be made without prior written consent of the Architect. Neither shall any increase or decrease in the Architect's responsibility or authority be made without the written prior consent of the Architect

§ 13.2 In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the total liability of

the Architect and the Architect's officers, directors, partners, employees, and consultants, and any of them, to the Owner and anyone claiming through the Owner, for any and all claims, losses, costs, and damages, including attorney's fees and costs, and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes, to an amount not to exceed the available insurance proceeds from insurance required in section 2.6 of this agreement. It is intended that the limitation apply to any and all liability or cause of action however alleged or arising, unless prohibited by law.

...

AIA Document A201™-2007, General Conditions of Contract for Construction

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Exhibit A - M.O.U and Amendment to Professional Service Agreement
Exhibit B – Schedule of Performance
Exhibit C – Insurance

...

Dana Trujillo , Chief Real Estate Officer	Giuseppe Aliano, Vice President, Architecture Lic # 026571

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gio Aliano, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:36:31 on 11/09/2017 under Order No. 1616066156 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B109™ – 2010, Standard Form of Agreement Between Owner and Architect for a Multi-Family Residential or Mixed Use Residential Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

S.V.P., PRINCIPAL ARCHITECT

(Title)

November 14, 2017

(Dated)

OWNER / ARCHITECT AGREEMENT

EXHIBIT – A

M.O.U. and Amendment to Professional Services



November 26, 2015

Ms. Dana Trujillo, LEED AP
Chief Real Estate Officer
Skid Row Housing Trust
1317 E. 7th Street
Los Angeles, CA 90021

Memorandum of Understanding

RE: 649 Lofts at 649 S. Wall Street, Los Angeles California 90021

It is the intent of Skid Row Housing Trust to develop the site located at the address indicated above, to incorporate 55 affordable efficiency dwelling units with required parking and site amenities. The housing component will contain dwelling units of approximately 400 SF, common spaces for residents and administrative spaces for management staff. The project construction budget is approximately $13,440,000. Construction is anticipated to start June 2017 for a duration of eighteen months.

By virtue of this Memorandum of Understanding (MOU), Abode Communities (Architect) has entered into an agreement with Skid Row Housing Trust (Client) to provide basic architectural services (Work) for the program requirements as described above.

Architect will provide work for the lump sum fee of $1,037,400. The work will include Architecture, Civil Engineering, Structural Engineering, Mechanical and Electrical Engineering, Landscape Architecture and OPOS consulting, which will occur throughout the various stages of design, and shall include: schematic design, design development, construction documents, bidding and negotiation, and construction administration. Architect and its consultants will be responsible for submitting construction documents for plan check and obtain a ready-to-issue permit set of construction documents. Coordination of work product by the Owner's consultants is to be included as additional services. Reimbursable expenses will be in addition to the fee and will be billed with an administrative mark up of 10%.

Acceptance of this MOU acknowledges agreement to the terms outline herein. It is further acknowledged that AIA contracts are in progress and, once executed, will supersede this MOU and any prior written and verbal agreements.

Very truly yours,

Abode Communities

Giuseppe (Gio) Aliano, AIA
Senior Vice President, Architecture

CA Lic # C 26571

CONFIRMED AND ACCEPTED BY:
Skid Row Housing Trust

Dana Trujillo, LEED AP
Chief Real Estate Officer



Amendment to the Professional Service Agreement

Amendment Number 1

In accordance with the MOU agreement dated: November 26, 2015 — 12/1/2016

BETWEEN: *The Owner or Owner's Representative:*

Skid Row Housing Trust
Attention:
Ms. Dana Trujillo
Chief Real Estat officer

and the *Architect:*

Abode Communities
1149 S. Hill Street Suite 700
Los Angeles, CA 90015

For the Project: **649 LOFTS**
at 649 S. Wall Street Los Angeles CA 90021 — Abode Job No. **140929** **7th & Wall**

[ ] Authorization is (requested) — [ ] To proceed with Additional Services; [ ] To proceed with revised scope of Basic Services

[X] Notification is made* — [X] Of the need to proceed with Additional Services; [X] Of the need for other services

**For NOTIFICATIONS, prompt written notice to the Architect from the Owner or Owner's Representative is required to discontinue the service(s) described .*

This amendment reflects necessary Additional Services as described below or attached, and according to the applicable provisions of the Agreement between the Owner and the Architect for the above-referenced project. These Additional Services may require the services of Consultant(s), which if necessary, are identified below by name or by discipline.

DESCRIPTION OF WORK: Amedment to MOU to provide MEP services beyond basic services;

Task	Description		Amount
TASK 1	Design of booster pump for domestic water system given low city pressure.	$	4,000
TASK 2	Fire pump design: a. One meeting with Local City Mechanical Plan checker and Fire Department. b. Coordination with Architect for room sizing. c. Individual calculation. d. Design and specification of fire pump.	$	4,600 **
TASK 3	Fire sprinkler and Fire Alarm criteria specification, in addition to locating fire sprinkler risers, and review of fire sprinkler and fire alarm shop drawing submittals.	$	2,750 **
TASK 4	Solar domestic hot water system design: a. Complete design of solar domestic hot water system b. Structural calculation for the solar hot water system.	$	3,250 **

TASK 5	Indoor Customer Transformer Station – Added Coordination Effort and Infrastructure Specifications: This scope of work shall include added coordination effort and infrastructure specifications associated with the incorporation of an indoor customer transformer station.	$	4,750 **
TASK 7	Preparation of LEED Energy Model as well as LEED EA-P2 and EA-C1 forms.	$	12,000

Excluded:

1. Plan check and permit fees.
2. Plotting, reproduction and delivery charges.
3. Additional site visits or meetings except as noted in this proposal.
4. Low voltage system design services for – Security, access control, fire alarm, closed circuit television (CCTV), and / or audio-visual (AV) systems. Engineer will specify power connections to and empty conduit system for low voltage systems to be specified and located by others.
7. Complete fire sprinkler design.
8. LEED EA-C5 Measurement and Verification.
9. Low voltage system design (Provided as optional service)

** *Building system provided to serve both Lofts and Clinic*

The following adjustments shall be made to compensation and time.

COMPENSATION:

The Architect's compensation for architectural services shall be:

[ ] Fixed Fee

[ ] Maximum Fee: Not to Exceed without approval

[ ] Hourly Rates With No Maximum

[ ] Estimated Maximum

____
Compensation for Architectural Services

The Services of the following Consultant(s) and their disciplines will be required:

MEP services itemized above	*$31,350.00*
	$0.00
Total Compensation for Services provided by Consultant(s)	$31,350.00
Architect's Compensation for Coordination of Services provided by Consultant(s) 15%	$4,702.50
Total Compensation for Architectural Services (from above)	$0.00
TOTAL COMPENSATION FOR ALL ADDITIONAL SERVICES:	**$36,052.50**

TIME:

[X] No Increase in Time

[ ] Total project duration has changed from _______ to _________

[ ] Milestone for _________has changed from _______ to

[ ] Duration for_____ phase has changed from______ to

REIMBURSABLE EXPENSES SHALL:

Be invoiced as shown in the Owner/Architect Agreement for the Project and shall be in addition to any maximum limit established in that Agreement, or as noted below

[ ] Are estimated to be

[X] billed at 1.10 times the amounts invoiced to Architect

The signature below of the owner or the representative of the Owner represents its authorization to the Architect to provide the Additional Services described in this agreement. Unless otherwise specified in this document all other terms and conditions of the base agreement will remain in effect.

SUBMITTED BY:

(Signature)

Giuseppe Aliano

Vice President of Architecture

(Date) 12. 16. 2016

AUTHORIZATION IS GIVEN or

NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

(Printed Name and Title)

(Date)

End Exhibit - A

OWNER / ARCHITECT AGREEMENT

EXHIBIT – B

Schedule of Performance

100% Schematic Design	December 2015
100% Design Development	July 2016
Submit to Plan Check	December 2016
80% Construction Documents	May 2017
100% Construction Documents	July 2017
Ready to Issue	December 2017
Start of Construction	December 2017
Substantial Completion	May 2019

End Exhibit - B

OWNER / ARCHITECT AGREEMENT

EXHIBIT – C

Insurance

End Exhibit - C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arroyo Insurance Services
(Binney, Chase and Van Horne)
11 W. Del Mar Blvd., Suite 200
Pasadena CA 91105

CONTACT NAME: Nicole Johansing
PHONE (A/C, No, Ext): (626)792-7654 **FAX (A/C, No):** (626)584-0839
E-MAIL ADDRESS: nicolej@arroyoins.com

INSURED
Abode Communities
1149 S. Hill Street, Ste 700
Los Angeles CA 90015

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17/18 GL XS Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC; OTHER:			PHPK1625965	04/01/2017	04/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Abuse/Molestation - Occ	$ 1,000,000
A	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY; [ ] SCHEDULED AUTOS; [X] HIRED AUTOS ONLY; [X] NON-OWNED AUTOS ONLY			PHPK1625965	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED [X] RETENTION $ 10,000			PHUB576645	04/01/2017	04/01/2018	EACH OCCURRENCE	$ 9,000,000
							AGGREGATE	$ 9,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured as defined in the policy form if required in a written agreement.

Additional Insured Endorsement shall follow upon issuance by the insurance company within 30 days.

CERTIFICATE HOLDER

649 Lofts, LP
C/o Skid Row Housing Trust
1317 E. Seventh St.
Los Angeles CA 90021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Binney, Chase and Van Horne (Binney, Chase & Van Horne) 11 W. Del Mar Blvd., Suite 200 Pasadena CA 91105	CONTACT NAME: Nicole Johansing PHONE (A/C, No, Ext): (626)792-7654 FAX (A/C, No): (626)584-0839 E-MAIL ADDRESS: nicolej@arroyoins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Abode Communities 1149 S. Hill Street, Ste 700 Los Angeles CA 90015	INSURER A : Endurance American Specialty Ins.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 17/18 Arch EO $2M REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Design Professional Liab. SIR - $10,000			DPL10008918701	4/1/2017	4/1/2018	Limit of Liability	$2,000,000
							Aggregate Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes Only.

CERTIFICATE HOLDER	CANCELLATION
649 Lofts, LP C/o Skid Row Housing Trust 1317 E. Seventh St. Los Angeles, CA 90021	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Robyn Roesner, AAI,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-303-534-4567	CONTACT NAME:	
IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: denaccounttechs@imacorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TRAVELERS PROP CAS CO OF AMER	25674
INSURED Abode Communities 1149 S. Hill Street, Suite 700 Los Angeles, CA 90015	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 51394942 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

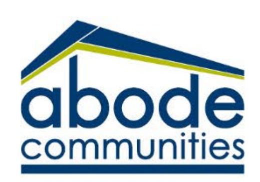
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HJUB9C59456817	01/01/17	01/01/18	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Skid Row Housing Trust 1317 E. 7th Street Los Angeles, CA 90021 USA	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE [signature]

spmaestas
51394942

EXHIBIT “B”



June 22, 2022

Via Email and U.S. Mail
sierra.atilano@skidrow.org
sheena.baca@skidrow.org
nadia.litovskaya@skidrow.org

Sierra Atilano, Chief Executive Officer
Sheena Baca, Project Manager
Nadia Litovskaya, Chief Financial Officer
Skid Row Housing Trust
1317 East 7th Street
Los Angeles, California 90021

Re: 649 Lofts, 649 South Wall Street, Los Angeles, California 90021
Demand for Payment of Outstanding Invoices
Privileged correspondence pursuant to California Evidence Code §§1152 and 1154 and California Civil Code §47.

Dear Ms. Atilano, Ms. Baca and Ms. Litovskaya

As you know, on or about November 26, 2015, Abode Communities, a California Non-Profit Corporation ("Abode") entered into a binding written contract with Skid Row Housing Trust ("SRHT") to provide architectural services to SRHT. Abode completed all work it was required to perform pursuant to the contract, and all such work was accepted by SRHT. As of the date of this correspondence SRHT owes $186,769.00 based on the following outstanding invoices:

Invoice Number 8233 in the amount of $353.16;
Invoice Number 8241 in the amount of $16,446.73;
Invoice Number 8252 in the amount of $29,842.04;
Invoice Number 8275 in the amount of $13,123.11;
Invoice Number 8281 in the amount of $13,123.11;
Invoice Number 8287 in the amount of $13,520.78;
Invoice Number 8292 in the amount of $16,345.41;
Invoice Number 8297 in the amount of $13,255.66;
Invoice Number 8208 in the amount of $25,690.29;
Invoice Number 8319 in the amount of $13,255.66;
Invoice Number 8335 in the amount of $15,906.80; and,
Invoice Number 8348 in the amount of $15,906.80.

You have previously agreed that the above referenced sums are due and owing, and you also previously promised to pay each of these invoices beginning on or about February 25, 2022 and concluding on March 30, 2022. As of the date of this correspondence no such payments have been made.

As you should further know, pursuant to Section 9.1.8 of the contract between Abode and SRHT, in any action to enforce this contract, the prevailing party will be entitled to reimbursement of its attorneys' fees if the parties are ever forced to resolve any disputes through a lawsuit. The contract provides as follows:

> "In the event either party to this Agreement shall institute any action or proceeding against the other party in this Agreement, which action or proceeding concerns a controversy arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement from the unsuccessful party for all costs and attorneys' fees arising out of such action or proceeding. In addition to the foregoing award of attorneys' fees and costs, the prevailing party shall be entitled to its attorneys' fees and costs incurred in any post judgment proceedings to enforce any judgment in connection with this Agreement..."

Based on, among other things, your admission that the above referenced invoices are due and owing, in the amounts set forth herein, there is no doubt that in any lawsuit to collect the amount of $186,769.00, due and owing, Abode would be deemed a prevailing party and would be awarded its attorneys' fees. As you may know, attorneys fees can be very significant, and we are prepared to retain counsel to enforce Abode's rights unless you resolve this issue within the next ten days by paying the full amount due and owing.

Failure to comply with this demand within the next ten days will result in a lawsuit against SRHT by Abode for the payment of all such sums, plus interest at the legal rate of ten percent per annum, as well as all legal fees and costs associated with such lawsuit. Accordingly, we urge you to resolve this matter as quickly as possible so that you can devote yourself to your other, more pressing matters and save SRHT tens of thousands of dollars in legal fees - - to Abode.

Sincerely,

Executive Vice President & Chief Financial Officer
Abode Communities, a California Non-Profit Corporation
rsaperstein@Abodecommunities.org

